



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Jacobs Engineering Group, Inc., of Sacramento, for Design of the Security and Safety System for Lodi Transit Station and Parking Structure (\$72,176)

MEETING DATE: February 1, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with Jacobs Engineering Group, Inc., of Sacramento, for design of the security and safety system for Lodi Transit Station and parking structure in the amount of \$72,176.

BACKGROUND INFORMATION: With the adoption of the fiscal year 2011/12 transit budget, Council approved the purchase of safety and security equipment to monitor the public areas, fund/fare revenue transaction areas, transit bus and parking areas. At the Lodi Transit Station, the primary reason for the equipment request is to monitor the fare collection activity and the buses parked overnight in a non-secured area. Past incidents have primarily involved vandalism (graffiti) of the parked buses. At the parking structure, the majority of the incidents involved vandalism (elevator and structure walls) and vehicle break-ins.

Design of safety and security systems requires specialized expertise, therefore, staff recommends retaining design engineers certified in protection/electronic security systems. The scope of the work includes the design of a sophisticated electronic protective security system for the Lodi Transit Station and parking structure that will lead to construction and installation of the system once approved by the City Council.

City staff requested qualifications from several security and safety engineering firms. Based upon qualifications, Jacobs Engineering Group, Inc. (Jacobs) was selected. The firm is highly qualified in this type of protection and security engineering. Jacobs has provided security designs on hundreds of building, transit, and transportation projects across the nation. Their experience includes security system design for federal agencies including Homeland Security, Internal Revenue Service, U. S. embassies, and transit agencies such as Amtrak. In addition, Jacobs' lead engineer assigned to this project brings more than 25 years of experience in this field.

Funding for the construction of the security system for the Lodi Transit Station and parking structure is from the American Recovery and Reinvestment Act (ARRA) and Proposition 1B Transit, Safety, Security, and Disaster Response Account previously allocated to this project. The total project budget of \$86,000 includes project-related expenses and contingencies. Transportation Development Act and Measure K funds will be utilized.

APPROVED:

A handwritten signature in black ink, appearing to read "Konradt Bartlam".

Konradt Bartlam, City Manager

FISCAL IMPACT: None.

FUNDING AVAILABLE: Transit (1251): \$86,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Transportation Engineer

FWS/PJF/pmf

cc: Transportation Manager/Senior Transportation Engineer

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and JACOBS ENGINEERING (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for design of the security and safety system for Lodi Transit Station and Parking Structure (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on February 1, 2012 and terminates upon the completion of the Scope of Services or on October 1, 2012, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Wally Sandelin, Public Works Director

To CONTRACTOR: Jacobs Engineering Group, Inc.
180 Promenade Circle, Suite 300
Sacramento, CA 95834
Attn: Kris Balaji

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR:
JACOBS ENGINEERING GROUP, INC.

By: _____


By: _____
Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Doc ID:Projects\Transit\Securityand Safety\Jacobs_PSA

CA:rev.09.2011

EXHIBIT A

STATEMENT OF WORK: City of Lodi
Department of Public Works
Attention: Wally Sandelin, Director
221 West Pine Street
Lodi, CA 95241

TO PROVIDE: Professional Security Consulting and Design Services
Lodi Transit Station and Parking Structure

DATE: January 19, 2012

RE: Closed Circuit Television (CCTV) Camera, Duress System Design
& Lighting Analysis

1.0 Background

The City of Lodi received Federal and State grants valued at \$444,500 for:

- Installation of 24 surveillance cameras in the parking structure;
- Installation of safety amenities (Duress notification system) in the parking structure
- Lighting and fencing improvements for the Lodi Transit Station bus staging area(s);
- Video surveillance within the bus staging area, interior of the Lodi Transit Station and North Annex building.

2.0 Scope of Services

Jacobs will work closely with the Director or Designee from the City of Lodi Department of Public Works (DPW), to provide the scope of services described herein. The services to be provided are based upon various security best practices, security guidelines and standards. With the inclusion of the duress system the Americans with Disabilities Act (ADA) guidelines will also be considered. A rough order of magnitude construction estimate will be developed at the conclusion of Phase 1 to determine adequacy of the ARRA funding of all requested improvements.

2.1 Phase 1 - Discovery Phase

- The Jacobs Project Manager will attend a project kick-off meeting with Director or Designee via conference call to discuss / confirm project scope and methodology, schedule, information requirements and coordinate project tasks.
- A Jacobs's security and lighting subject matter experts (SME) will visit the site and document any changes to the structure as compared to the DPW provided building plans (refer. Attachment B), observe surrounding area, site lines and any other changes that may have occurred since the building plans were prepared.
- A site survey of the properties identified in Attachment B will be conducted by Jacobs SME's in order to document existing lighting conditions. This task will record existing lighting levels for comparison to the minimum light level requirements of the CCTV design and to determine areas where lighting improvements are necessary.
- At the conclusion of the site survey, Jacobs's security SME will meet with stakeholders identified by the DPW to discuss past incidents which may influence the design of the CCTV and duress systems. One (1) stakeholder meeting is planned and will occur at the offices of DPW.
- Jacobs will submit a design narrative incorporating findings from the site survey(s) and the stakeholders meeting. The narrative will present design recommendations and include a Rough Order of Magnitude (ROM) construction cost estimate.

EXHIBIT A

2.2 Phase 2 - Concept Design Phase

- Upon review and written approval of Phase 1 submittal, Jacobs will prepare preliminary design documents (35%) of the CCTV and duress system. The designer will redline scaled building and site plans depicting the camera and duress system equipment locations;
- Specifications for Construction Specifiers Institute (CSI) Divisions 01, 02, 03, 08, 11, 16, and 28 will be redlined identifying which sections / parts are applicable to the project;
- Jacobs will coordinate and host one (1) review meeting via teleconference with DPW staff to review the 35% documents. Jacobs will prepare and distribute meeting minutes of the session to all parties.

2.3 Phase 3 - Construction Document Phase

- Upon review and written approval of the Phase 2 submittal, construction documents (95%) will be prepared. The submittal package will include CADD generated building and site plans depicting the camera locations, camera field of view, duress station locations, preferred conduit pathways, single line system diagrams, camera schedule, and equipment elevation drawings;
- Specifications for CSI Divisions 01, 02, 03, 08, 11, 16, and 28.
- A construction cost estimate will also be issued within ten (10) days of the Phase 3 submission.
- Jacobs will attend one (1) Phase 3 review meeting at the office of DPW with DPW staff to review the 95% documents. Jacobs will prepare and distribute meeting minutes of the session to all parties.

2.4 Phase 4 - Bid Document Phase

- Upon review and written approval of the Phase 3 submittal, bid documents (100%) will be prepared. The submittal package will include building and site plans depicting the approved CCTV camera locations, camera field of view, duress station locations, single line diagrams, input/output matrices and equipment elevation drawings related to CCTV, and duress systems ;
- Specifications for CSI Divisions 01, 02, 03, 08, 11, 16, and 28 will also be included with the submittal;
- A construction cost estimate will be issued within five (5) days of the Phase 4 submission;
- Documents will be provided to DPW for issuance to Contractors for bidding.

3.0 Phase 5 – Contractor Bid Phase

- **Bidding Consultation Services:** Jacobs will provide clarification/response to bidders' questions and issue bid addenda. Jacobs will evaluate the bids and offerors recommendations and provide DPW with a recommendation of award.

4.0 Project Schedule

It is estimated, based upon the level and depth of the Statement of Work to be performed, that the following project schedule will be adhered to upon receiving a written contract notice to proceed (NTP). The activity duration is being presented in business days.

- | | |
|------------------------------------|----------------------------------|
| • Phase 1 – Discovery | 30 days from NTP |
| • Phase 2 – Concept Design Phase | 30 days from approval of Phase 1 |
| • Phase 3 – Construction Documents | 30 days from approval of Phase 2 |
| • Phase 4 – Bid Documents Phase | 15 days from approval of Phase 3 |

EXHIBIT A

5.0 Project Deliverables

The deliverables be issued electronically to DPW using Jacobs File Transfer Protocol.

- Phase 1 – All correspondence will be issued in PDF format.
- Phase 2 – 11x17 Red-Lined Drawing and Specifications in PDF format.
- Phase 3 – 11x17 Drawings, Specifications and Cost Estimate in PDF format.
- Phase 4 – Drawings, Specifications and Cost Estimate in their native format.

6.0 Clarifications / Assumptions

- Prior to project initiation, the Jacobs Project Manager will be provided with any City, State and/or Federal requirements to be followed relevant to Information Safeguarding.
- The Jacobs Project Manager shall be provided with primary and secondary points of contact throughout the project and the project team shall be provided with timely access to DPW sites, facilities, key personnel and information requested so as not to delay project progress.
- DPW will provide Jacobs with CADD files of the buildings and site identified in Attachment B.
- Detailed data and video signal conduit routing plans are not provided as part of the design documents.
- The open parking area lighting criteria will be based on a recommended illuminance of 30 lux (3 FC) with sidewalks and grounds around the open parking area designed to an average of 60 lux (6 FC). A uniformity ratio of 4:1 or less, average to minimum will be maintained. The lighting criterion is based upon IESNA G-1-03, "Guideline for Security Lighting for People, Property and Public Spaces". The light fixtures will be energy efficient LED type and designed to match the current style of light fixtures installed in the area.
- Civil and Electrical (lighting) design and engineering services are limited to Phase 1. Said services will be priced and proposed if DPW deems necessary as a result of Phase 1.
- On site meetings will be scheduled at a minimum of 14 days in advance.

If you are in agreement with this proposal and the attached provisions, please sign in the space provided below and return a copy to us. Should you have any questions or need additional information, please feel free to contact us.

END OF SCOPE OF STATEMENT OF WORK

Respectfully Submitted



Robert Craig
Project Manager

1/19/12

Date



Scott Herlitzka
SE Region Operations Manager

1/19/12

Date

ATTACHMENT B



STATEMENT OF WORK: City of Lodi
 Department of Public Works
 Attention: Wally Sandelin, Director
 221 West Pine Street
 Lodi, CA 95241

TO PROVIDE: Professional Security Consulting and Design Services
 Lodi Transit Station and Parking Structure

DATE: January 19, 2012

RE: Closed Circuit Television (CCTV) Camera, Duress System
 Design & Lighting Analysis

Statement of Work Fees

Based upon the above proposed Scope of Work, the Lump Sum labor cost is as follows:

• Phase 1 – Discovery Phase	\$24,591.00
• Phase 2 – Concept Design Phase	\$6,203.00
• Phase 3 – Construction Document Phase	\$28,447.00
• Phase 4 – Bid Document Phase	\$6,207.00
• Phase 5 – Contractor Bid Phase	\$2,673.00
• SUBTOTAL	\$68,121.00
• Expenses – Billed at cost (estimated)	\$4,055.00
• TOTAL	\$72,176.00



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|--|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$2,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |
| 3. <u>PROFESSIONAL ERRORS AND OMISSIONS</u> | |
| Not less than \$1,000,000 per Claim. Certificate of Insurance only required. | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. . A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2012-05

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT FOR DESIGN OF SECURITY AND SAFETY
SYSTEM FOR LODI TRANSIT STATION AND PARKING
STRUCTURE

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WHEREAS, with the adoption of the fiscal year 2011/12 transit budget, City Council approved the purchase of safety and security equipment to monitor the public areas, fund/fare revenue transaction areas, and transit bus and parking areas; and

WHEREAS, given the expertise required for protection engineering, staff recommends retaining design engineers certified in protection/electronic security systems. The scope of the work includes providing the design of a sophisticated electronic protective security system for the Lodi Transit Station and Parking Structure that will ultimately lead to construction and installation of the system; and

WHEREAS, City staff requested qualifications from several security and safety engineering firms, and, based on qualifications, Jacobs Engineering Group, Inc., of Sacramento, was selected; and

WHEREAS, Jacobs Engineering Group, Inc., is highly qualified in this type of protection and security engineering and has provided security design on hundreds of building, transit, and transportation projects across the nation, including security system design for such federal agencies as Homeland Security, Internal Revenue Service, U. S. embassies, and transit agencies such as Amtrak.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a professional services agreement in the amount of \$72,176 with Jacobs Engineering Group, Inc., of Sacramento, California, for design of the security and safety system for Lodi Transit Station and Parking Structure.

Dated: February 1, 2012

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I hereby certify that Resolution No. 2012-05 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 1, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk